

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

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3 CRESTWOOD TECHNOLOGY GROUP,

4 Plaintiff,

5 Case No. 17-cv-8283

6 -vs-

7 PATRICK DUNN,

8 Defendant.

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9
10 United States Courthouse
11 White Plains, NY
12 February 8, 2018
13 11:18 a.m.

14 Before:

15 HONORABLE KENNETH M. KARAS

16 District Judge

17 APPEARANCES

18 BRENLLA, LLC
19 GEORGE F. BRENLLA
20 Attorney for the Plaintiff

21 PATRICK DUNN, Pro se

1 THE COURT: So for the record, you want to just state your
2 appearance?

3 MR. BRENLLA: Good morning. George Brenlla for the
4 plaintiff, Crestwood Technology Group.

5 MR. DUNN: Good morning, Your Honor. Patrick Dunn.

6 THE COURT: Okay. Good morning to you both.

7 All right. So we are here as a followup.

8 Mr. Dunn had, before our last conference, had submitted
9 papers in support of a reconsideration motion, but they hadn't
10 arrived either here, and I don't think plaintiff's counsel had
11 received them, either. I think they were waiting for you back
12 in your office, right?

13 MR. BRENLLA: That is correct, Your Honor.

14 THE COURT: Okay. So what I did was I gave plaintiff an
15 opportunity to review these papers and submit a response, which
16 Mr. Brenlla did in a timely fashion.

17 And then, Mr. Dunn, you responded also in a timely fashion.

18 So I guess, Mr. Brenlla, if you want to go ahead, and since
19 you are the movant here -- you are not the movant for
20 reconsideration, but it's your initial application that led us
21 to this point. Do you want to go ahead and add to anything you
22 want that's in the papers?

23 MR. BRENLLA: Sure, Your Honor. The last submission that I
24 got from Mr. Dunn, just to make sure, it was a memorandum with
25 various exhibits. I don't have anything responding to my last

1 submission.

2 THE COURT: It's titled Reply to Plaintiff's Opposition to
3 Defendant's Motion For Reconsideration of the Court's Order
4 Granting a Preliminary Injunction on November 29, 2017.

5 MR. BRENLLA: Yes. Then I responded to that one.

6 THE COURT: Okay.

7 MR. BRENLLA: Your Honor, I mean, the plaintiffs came here
8 because the undisputed evidence was that, contrary to all
9 policies and procedures, Mr. Dunn forwarded 37 emails which
10 contained confidential proprietary information to his personal
11 email account. After his termination of employment, other
12 counsel retained by the plaintiff sent him three separate
13 letters in which to acknowledge deletion of or returning of that
14 confidential information, as well as there was an issue with the
15 telephone and telephone number, which I think we explored at the
16 last conference.

17 Mr. Dunn responded to one of the attorneys' letters in an
18 email never confirming deletion, and I believe that's Exhibit 2
19 to his reply papers.

20 The plaintiff's attorneys on two subsequent occasions sent
21 him letters saying, please return it or delete it. Mr. Dunn
22 never confirmed deletion or never returned the proprietary
23 information, and therefore he caused the plaintiff to come here
24 to this court and file a motion for preliminary injunction,
25 which was granted initially.

1 Mr. Dunn -- there was a spate of motions filed, including a
2 sanctions motion, which I think Your Honor told me to respond
3 to, which I did. There was a spate of motions, and then Your
4 Honor had given Mr. Dunn another opportunity to address why he
5 forwarded all of these emails to his personal email account.

6 Last time we were in open court, Mr. Dunn explained that
7 all 37 emails and its contents were, in fact, re-forwarded to
8 the plaintiff's CEO.

9 When we did an analysis of all of the emails by our chief
10 technology officer, Mr. Sparaco, we realized that that was an
11 untruth told to this Court with respect to what was
12 re-forwarded, I guess, to the CEO. And that was in our
13 response.

14 And, quite frankly, based on all the papers here, Your
15 Honor, and the affidavit, I don't see -- take it -- I understand
16 this Court's ruling on the telephone number -- but I don't see
17 how -- why this Court should disturb in any manner its initial
18 finding that a preliminary injunction was properly issued.

19 THE COURT: Okay. Mr. Dunn?

20 MR. DUNN: I am not sure of what to do, Your Honor.

21 THE COURT: Well, whatever you -- whatever you want to do.
22 I mean, you can add to the papers. Anything else you want to
23 just note for the record?

24 MR. DUNN: I would think as long as Your Honor has reviewed
25 the reply to plaintiff's opposition to Defendant's motion, which

1 you just referenced.

2 THE COURT: Yeah, yeah.

3 MR. DUNN: I did state at the conclusion at the bottom this
4 case is about power, control and one vindictive, angry man with
5 significant resources exercising that power and control. I
6 mean, other than that, there is not much else I could add to it.

7 THE COURT: Okay. So plaintiff's papers, you know, they
8 have the affidavit here from Nicholas Sparaco, S-P-A-R-A-C-O,
9 that goes through the emails that you had sent to your personal
10 email account and then compares what was in those emails to the
11 emails that you sent to the CEO, and said that there were some
12 emails -- in the conclusion is that there were some emails that
13 you sent to yourself that were not included in the email that
14 were sent to Mr. Mancino and Boyd, so there is not total
15 overlap.

16 So how do you respond to that?

17 MR. DUNN: I mean, I would respond simply, Your Honor, that
18 I was trying to relocate, which is my right to do, back to my
19 home in Maryland, and when I did it, it was -- I read you the
20 letter in our conference call. This is -- this is not a huge
21 company. It's a small company.

22 THE COURT: Well, I thought this was a case about power and
23 control, and it's sort of a David and Goliath theme there.

24 MR. DUNN: Well, it's the CEO and myself, which we had a
25 very close personal relationship that went sour.

1 THE COURT: Yes.

2 MR. DUNN: And I was trying to make a point, and whether I
3 inadvertently didn't put all of those emails on there, it was in
4 the haste of moving. There wasn't any malicious intent, and I
5 have put in the -- in your information that I sent back up, a
6 copy of the letter that I sent to the attorney --

7 THE COURT: Yes.

8 MR. DUNN: -- immediately that said I don't have any. I
9 have deleted it just as they told me to do, but I made it very
10 clear to the attorney, this is the last time I will speak with
11 you. I was fired. Unjustly fired. I mean, they state that I
12 was fired -- I don't know if you have seen the termination
13 letter -- but I was fired for sending these emails, but I have
14 sent you text messages, copies of text messages that shows I was
15 clearly fired for doing something the CEO didn't like, which was
16 moved back to Maryland permanently instead of keeping an
17 apartment up here, which I couldn't afford; and he was very
18 clear in saying -- as a matter of fact, on -- in the plaintiff's
19 documentation it says, on or about the 19th the IT people
20 discovered these nefarious emails that I sent to my personal
21 email, which was only to send to the CEO, which I promptly -- I
22 did that day. If I didn't send them all, it was just in haste
23 that --

24 THE COURT: Why didn't you use your own company email?

25 MR. DUNN: Because I wasn't there, sir. I wasn't -- I was

1 in the process of moving.

2 THE COURT: And you can't remotely access your -- so on
3 your phone could you not get work emails on your phone?

4 MR. DUNN: No. I did not have access to my work emails on
5 that phone. That's my personal phone that he paid for. It was
6 a perk.

7 THE COURT: Right. But even when you set up your personal
8 phone, you can set up which email accounts you are going to be
9 able to access on your phone, and I would have thought any
10 professional would have used their phone to access their
11 personal and their business emails.

12 MR. DUNN: No, sir. I had a separate phone, which was the
13 Samsung phone that I returned to them upon their telling me,
14 send me the laptop, send me the phone, and send me the fob, the
15 key to get into the building. I sent them back to them, and I
16 have records in there --

17 THE COURT: But that's after, that's after the 20th, right?

18 MR. DUNN: Yes, sir. It is.

19 THE COURT: So my question to you -- so you carried two
20 phones?

21 MR. DUNN: Yes, sir. The private phone was my phone that
22 they gave me as a perk. It was a perk like many other perks
23 that they gave me.

24 THE COURT: So I want to get this straight: The company
25 gave you a company phone and a private phone?

1 MR. DUNN: They only paid for one.

2 THE COURT: Which one did they pay for?

3 MR. DUNN: The private phone because that was --

4 THE COURT: So you had a company phone --

5 MR. DUNN: Yes, sir.

6 THE COURT: -- that they didn't pay for?

7 MR. DUNN: No, sir. I paid for that.

8 THE COURT: Why wouldn't you just pay for your private
9 phone and have them pay for the company phone?

10 MR. DUNN: Because they originally paid for the private
11 phone as --

12 THE COURT: Thinking it was the company phone?

13 MR. DUNN: No. I never used that phone for company. When
14 I --

15 THE COURT: Well, no, no, no. What did they think they
16 were getting you when they got the phone? A company phone.
17 That's what the company does.

18 MR. DUNN: Your Honor, that is what the company --

19 THE COURT: The phone, by the way -- so this screen shot of
20 the texts, when did you take this screen shot?

21 MR. DUNN: The dates are on there, sir.

22 THE COURT: No, no. So when did you take -- so when did
23 you make the photocopy of this?

24 MR. DUNN: I took the pictures of those just in the event
25 that I would need them.

1 THE COURT: Yes, when did you take those pictures?

2 MR. DUNN: That day on the 20th --

3 THE COURT: Really?

4 MR. DUNN: -- when they sent them to me.

5 THE COURT: So you had the foresight to take -- and which
6 phone is it? Is this the company phone or the personal phone?

7 MR. DUNN: That was the company phone. No, take that back.
8 That was my personal iPhone that the company paid for.

9 In the meeting --

10 THE COURT: So you took these pictures on the 20th?

11 MR. DUNN: Yes. Yes, sir. Right thereabouts and then made
12 copies of them.

13 THE COURT: And this is the phone -- when you say
14 "thereabouts," what do you mean "thereabouts"?

15 MR. DUNN: I don't want to mislead the Court.

16 THE COURT: No, you certainly wouldn't want to mislead
17 because there is one that says September 21st.

18 MR. DUNN: That's the next day, correct.

19 THE COURT: Yes, so then you took it on the 21st?

20 MR. DUNN: Some of them are on the 20th and some of them
21 are on the 21st.

22 THE COURT: So you contemporaneously did this?

23 MR. DUNN: I am not sure I understand.

24 THE COURT: And this is the phone that -- what happened to
25 this phone?

1 MR. DUNN: I can't find the phone.

2 THE COURT: This is the one you can't find?

3 MR. DUNN: No. Because, Your Honor, I put in that packet
4 also when I -- when he terminated me, I immediately cancelled
5 their service and bought my own phone.

6 THE COURT: So this phone -- this is the phone --

7 MR. DUNN: A separate phone.

8 THE COURT: -- that they bought for you? I am trying to
9 understand. This is the phone they bought for you, but it's the
10 personal phone?

11 MR. DUNN: Correct.

12 THE COURT: And you had the wherewithal to figure out that
13 this might be litigious someday; so what I am going to do is on
14 September 20th and September 21st after I've sent these texts, I
15 am going to take a picture of these.

16 MR. DUNN: I did take a picture.

17 THE COURT: Why would you do that? Why wouldn't you just
18 go ahead and keep the phone? Why didn't you -- if you just
19 assume, hey, I am going to have this phone, I will save these?

20 MR. DUNN: I will give you the answer if I may.

21 THE COURT: Yes. Yes.

22 MR. DUNN: Because when I transferred my number, which I
23 have put a proof in there I have had that number since 2003.

24 THE COURT: Yeah.

25 MR. DUNN: There is a document in the --

1 THE COURT: Yes, yes, yes.

2 MR. DUNN: -- in the exhibits.

3 THE COURT: Yes.

4 MR. DUNN: When I transferred the number to -- and bought
5 another phone --

6 THE COURT: Yes.

7 MR. DUNN: -- trying to remove myself from anything that
8 was theirs, I lost service on -- it didn't carry over in the 24
9 to 48 hours that they switched and got me a new phone; I had to
10 have a phone, and I didn't have any access to those text
11 messages. It bled out -- it deleted out about two and a half
12 days of text messages that came through because that phone was
13 shut off. The new phone was in the mail.

14 THE COURT: On the 20th it wasn't shut off. You were using
15 it to make the texts.

16 MR. DUNN: No, sir. Yes, sir. But I didn't take --

17 THE COURT: You said you took a picture of these texts the
18 day that they were sent.

19 MR. DUNN: That's not a picture with that phone. It's with
20 someone else's phone to take a picture.

21 THE COURT: I understand. But these texts were on the
22 phone that you used to text the CEO with.

23 MR. DUNN: Correct.

24 THE COURT: And you said you took the picture of these
25 texts the day they were sent.

1 MR. DUNN: Thereabouts that day, the 21st I took them, yes.

2 THE COURT: Okay. So and you were still using the phone
3 because there is a text on here from the 21st.

4 MR. DUNN: Exactly.

5 THE COURT: So the phone had service.

6 MR. DUNN: No, you look at it, sir.

7 THE COURT: No, no. You had to have service or you
8 wouldn't have been able to text anybody.

9 MR. DUNN: Sir, if you look at the picture --

10 THE COURT: Answer the question, Mr. Dunn.

11 MR. DUNN: I am not sure.

12 THE COURT: In order for you to send a text, the phone has
13 to be in service.

14 MR. DUNN: Oh, on the 21st, yes.

15 THE COURT: Yes. But it says "no service." When you took
16 this picture, the phone didn't have service, but at the same
17 time it's the same day you say you sent the text.

18 MR. DUNN: Your Honor, it could have been the evening of
19 the 21st.

20 THE COURT: Oh, it was the evening. And somehow between
21 when you sent the text and that evening, the service of the
22 phone stopped? Is that what you are telling me?

23 MR. DUNN: Yes, sir.

24 THE COURT: Really?

25 MR. DUNN: If you look at the receipt that I put in the --

1 THE COURT: What about the 20th? The 20th you said that
2 you took -- initially -- you changed your answer, which is a
3 pattern of yours, Mr. Dunn -- initially you said -- don't laugh
4 me at me. It's true. The record speaks for itself.

5 You said you took these pictures -- I am sorry. Am I
6 bothering you?

7 MR. DUNN: No, sir.

8 THE COURT: Because I am a little concerned that you are
9 not being truthful with the Court.

10 MR. DUNN: Yes, sir. I am, Your Honor.

11 THE COURT: No, you are not. These pictures were taken of
12 a phone that did not have service.

13 MR. DUNN: Correct.

14 THE COURT: Okay? And yet you said you -- initially you
15 said you took these pictures the day the texts were sent, which
16 can't be right.

17 MR. DUNN: Your Honor, the texts were sent on the 21st as
18 well.

19 THE COURT: On the 20th as well, and you said -- you said
20 you took the pictures that day or the next day, and then when
21 you realized that's not going to fly because it says "no
22 service," all of a sudden it's the evening the day after.

23 MR. DUNN: No, sir. I am nervous, and I am not sure of
24 what you are asking me.

25 THE COURT: My questions have been very clear.

1

2 MR. DUNN: I am not suggesting they are not, Your Honor,
3 but I am in a position here pro se that I don't --

4 THE COURT: You are not pro se. You are getting help from
5 somebody. You are clearly getting help from somebody. So don't
6 tell me you're pro se. Don't play that card. You are getting
7 help from an attorney.

8 MR. DUNN: Sir, I have a friend from high school that I
9 have gone to counsel me.

10 THE COURT: Who is an attorney?

11 MR. DUNN: Yes, sir.

12 THE COURT: Okay. So you are getting help from an
13 attorney.

14 MR. DUNN: Yeah, but I don't have an attorney with me
15 today.

16 THE COURT: Well, you had an attorney prepare these papers.

17 MR. DUNN: I prepared those papers with the guidance of a
18 friend of mine who practices law because --

19 THE COURT: So you have an attorney helping you.

20 MR. DUNN: I have someone guiding me. Yes, sir.

21 THE COURT: Guiding you, helping you are the same thing.

22 MR. DUNN: Okay.

23 THE COURT: So this phone where you took these pictures,
24 supposedly contemporaneous or soon thereafter, is the one that
25 you don't know where it is?

1 MR. DUNN: No, sir. I do not.

2 THE COURT: I thought this was -- you thought maybe it was
3 in your office.

4 MR. DUNN: I don't know if it was lost.

5 THE COURT: Have you represented at some point in the
6 course of this litigation that that phone might be in your
7 office?

8 MR. DUNN: Because I had --

9 THE COURT: Yes or no?

10 MR. DUNN: Yes, sir. That's possible.

11 THE COURT: Well, that can't be right because you say you
12 took pictures of the phone, and you were down in Baltimore when
13 this happened, right?

14 MR. DUNN: Correct.

15 THE COURT: So this phone could not have been in your
16 office. You didn't leave it in your office. That's not where
17 it was misplaced, right?

18 MR. DUNN: Your Honor --

19 THE COURT: Yes or no?

20 MR. DUNN: No. Obviously, I did not.

21 THE COURT: So why do you keep saying things that are not
22 true, Mr. Dunn?

23 MR. DUNN: Your Honor, I am not trying to say anything
24 that's untrue. I am not attentive to the dates and the details.
25 I was fired.

1 THE COURT: That's what's problematic about trying to make
2 up a story is that you don't know what's going to come next.

3 MR. DUNN: I was fired from a job. I was in the process of
4 moving. I was shocked that my career was over there, and it was
5 a very stressful time that I don't remember the dates pursuant
6 to things that actually happened. I didn't --

7 THE COURT: But you've never said that in all of the
8 answers to my questions, and by the way, I am responding to your
9 representations to the Court. You are the one who introduced
10 into this record the fact that you might have left that phone in
11 your office. That's clearly not true.

12 You then send the pictures of these texts which reveal, in
13 fact, that at the time you took the pictures the phone didn't
14 have service. This is the phone that plaintiff is very
15 concerned about getting back because they are concerned that it
16 has information, proprietary information on. You have said a
17 number of inconsistent things about the whereabouts of that
18 phone, and what makes them inconsistent is other things you have
19 injected into this record; nothing anybody else has done.

20 MR. DUNN: Sir, that phone was not tied to the VPN of the
21 company, so it could have none of their proprietary information.

22 THE COURT: Your credibility with the Court is just gone.
23 I mean, you can assert that all you want, but your
24 representations have been consistently belied by your other
25 representations or by the objective evidence in this case.

1 All right. Do you want to answer the point that a number
2 of the emails that you sent to yourself did not make their way
3 in the emails that you sent to the CEO?

4 MR. DUNN: Again, sir, back to what I said originally, I --
5 I had forwarded them to a GMail account. The intent was to show
6 performance-related -- I red-lined those emails, and when they
7 were asked to be produced, they sent blank copies. If the Court
8 would have seen that, you would see that those emails were
9 red-lined with comments of here is what I did and here is what I
10 did to try to save my job.

11 If I didn't forward them all, it wasn't intentional. It
12 was in haste, I think, because I was just trying to forward
13 some -- a group of emails that would show performance-related
14 things over a long period of time, over a couple of years, and
15 each one of those emails was red-lined with my comments to the
16 CEO.

17 Once they start sending letters, legal letters, I did what
18 they said. I deleted everything.

19 THE COURT: When did you tell the CEO you were moving to
20 Baltimore? Was it that text?

21 THE WITNESS: No. In the email, Your Honor.

22 THE COURT: In the email on the 20th?

23 MR. DUNN: Correct.

24 THE COURT: And were you already in Baltimore?

25 MR. DUNN: I was -- yeah, I was in the process of moving.

1 THE COURT: In other words, you didn't tell the CEO before
2 you went to Baltimore?

3 MR. DUNN: No, sir.

4 THE COURT: All right.

5 MR. DUNN: No, sir.

6 THE COURT: All right.

7 MR. DUNN: I took vacation days, and as soon as I sent him
8 that email, he started texting me.

9 THE COURT: Did it occur to you maybe you should have told
10 him before you moved to Baltimore?

11 MR. DUNN: No, sir. Not due to the relationship that we
12 had.

13 THE COURT: I thought you guys were buddies.

14 MR. DUNN: No. It went very sour in the last six months of
15 my employment.

16 THE COURT: So out of spite you decide not to tell him
17 until you already moved?

18 MR. DUNN: No, fear mainly.

19 THE COURT: Fear?

20 MR. DUNN: Yes, sir.

21 THE COURT: Fear that he would fire you because you were
22 moving to Baltimore?

23 MR. DUNN: Which is what he did.

24 THE COURT: Okay. All right. Anything else, Mr. Dunn?

25 MR. DUNN: No, sir.

1 THE COURT: Okay. Mr. Brenlla?

2 MR. BRENLLA: No, Your Honor.

3 THE COURT: Okay. The motion for reconsideration is
4 denied. The additional information Mr. Dunn has provided
5 doesn't change, in the Court's view, the fact that Mr. Dunn
6 forwarded to himself in an unsecure manner, under very peculiar
7 circumstances, propriety information having to do with specific
8 customer lists, all of which is laid out in the affidavit.

9 The story is that he forwarded these emails to himself, to
10 his personal email account, so he could then write the CEO an
11 email that would explain what it is that he has been doing that
12 would help the company. The problem with that assertion is that
13 all of the emails that he sent to himself were not included in
14 the emails sent to the CEO, and so there was still propriety
15 information that Mr. Dunn had in his personal email, contrary to
16 company policy, that did not make its way to the CEO, so the
17 proffered explanation doesn't hold water.

18 In addition, there are very serious credibility issues
19 having to do, for example, with the cell phone. There have been
20 a number of different representations that can't all be true and
21 are belied by, for example, the screen shots of the texts that
22 show that the phone had no service at the time the screen shots
23 were made, which either means that Mr. Dunn took those pictures
24 well after the events in issue, which is more likely, which
25 means he still has the phone; and his original assertion that

1 the phone might have been in his office can't be true if one
2 accepts the assertion he made today, which is that he took
3 pictures of the phone on the 20th or 21st; and it's really hard
4 to believe he took pictures on the 20th because the phone says
5 "no service." It couldn't send texts or receive texts if the
6 phone had no service.

7 And so that's just an example of where I think there are
8 some very serious credibility issues. So the original rationale
9 for the injunction holds that Mr. Dunn, under very suspicious
10 circumstances forwarded propriety information to himself, has
11 kept the information, has asserted without substantiating that
12 he has deleted the information; has, as I said, given a number
13 of different representations about the phone, including who paid
14 for the business phone versus the personal phone, where the
15 phone that the company paid for went, and so for all of those
16 reasons the motion is denied.

17 The motion for sanctions is denied because the plaintiff
18 hasn't done anything that comes close to meriting sanctions. In
19 fact, if anything, the misrepresentations have come from the
20 defense side of this case.

21 Now with respect to the phone, Mr. Brenlla, what do you
22 want to do? The phone number I just -- I think Mr. Dunn, you
23 know, should get to keep his phone number.

24 MR. BRENLLA: Your Honor, I certainly understand this
25 Court's ruling on the preliminary injunction with respect to the

1 phone number. However, discovery will show that the phone
2 number was actually transferred in writing at an AT&T store, and
3 discovery will show that. I certainly understand --

4 THE COURT: You can make an application later on. This is
5 without prejudice, just in terms of the injunction.

6 MR. BRENLLA: Yeah, my understanding in speaking to the
7 AT&T representative was that there is -- I don't know -- there
8 are certain forms that you fill out to transfer the number,
9 whatever it may be; but I certainly understand Your Honor's
10 initial inclination, but irreparable harm and phone number --

11 THE COURT: Yeah, I am not just sure what the irreparable
12 harm is. That's my point.

13 MR. BRENLLA: I certainly understand, Your Honor.

14 THE COURT: Okay.

15 MR. BRENLLA: With respect to the phone itself --

16 THE COURT: I think you are entitled to the phone.
17 Mr. Dunn is saying he doesn't know where it is.

18 MR. BRENLLA: I assume damages -- I assume damages for it.
19 I don't know what else --

20 THE COURT: That's not irreparable harm.

21 MR. BRENLLA: No. No. It's not irreparable harm. He can
22 return the phone. If he doesn't -- I don't know what to --

23 THE COURT: I mean, if it turns out he is lying about
24 losing the phone, discovery will have to show that, but in the
25 meantime, I just don't see -- I already ordered the phone to be

1 returned. He says he doesn't have it. I am not sure what else
2 can be done at this point.

3 MR. BRENLLA: I don't know what else can be done, either,
4 Your Honor, other than --

5 THE COURT: Okay.

6 MR. BRENLLA: -- move forward.

7 THE COURT: Okay. All right. So do you want to set a
8 discovery schedule now?

9 MR. BRENLLA: Yes, please, Your Honor. Since all the
10 parties are here.

11 THE COURT: Yes. Let's do that, so we don't need to bring
12 Mr. Dunn back up from Maryland.

13 All right. Let's get Rule 26 disclosures done by the end
14 of the month. We will get all the fact discovery completed by
15 June 15th. Document requests and interrogatories served by the
16 28th. Depositions to be done by June 1st. Requests to admit by
17 May 1st.

18 I assume, Mr. Brenlla, you are going to have experts, or
19 no? I don't know if your IT person, for example, counts as an
20 expert.

21 MR. BRENLLA: Your Honor, I would have to speak to him
22 because I --

23 THE COURT: I'll tell you what, any experts you want to
24 have, their reports are due by July 15th, and it may be you
25 won't have any.

1 MR. BRENLLA: Okay.

2 THE COURT: Okay? And if you do, then there is your
3 deadline.

4 Mr. Dunn's expert reports are due by August 15th.

5 And we will get together next we will say September 12th at
6 10:30. If there is going to be any motion practice, the
7 movant's pre-motion letter is going to be due August 29.
8 Non-movant's response September 5. I am going to refer the case
9 to the Magistrate Judge to supervise discovery. The Magistrate
10 Judge who was assigned to the case is Judge Smith, who will
11 docket this.

12 If you want to stick around, Mr. Dunn, we can make you a
13 copy so you have it to take back with you.

14 All right. Anything else?

15 MR. BRENLLA: No, Your Honor.

16 THE COURT: All right. We are adjourned.

17 (Time noted: 11:45 a.m.)
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